



REQUEST FOR PROPOSALS

Management, Processing, and Disposal of Single-Stream, Furniture Market, and Special Waste Materials

Due Date: Wednesday, December 30, 2015
and time: 2:00 pm (eastern standard time)

RFP Number: 48-123015

Mailing Address: P O Box 230
High Point NC 27261

Delivery Address: 211 S. Hamilton St.
Purchasing Division, Room 215
High Point, NC 27260

Purchasing Contact: Tarinda Chappell, Purchasing Manager
E-mail: tarinda.chappell@highpointnc.gov
Phone: 336-883-3222
Fax: 336-883-3248

Pre-Proposal Conference: Tuesday, December 1, 2015
and time: 10:00 am (eastern standard time)
Material Recovery Facility
5875 Riverdale Drive
Jamestown, NC 27282
Site tours will be provided at this time.

Final Questions Due: Tuesday, December 15, 2015
Time: 12:00 p.m.
Via E-Mail tarinda.chappell@highpointnc.gov

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THE PROCUREMENT, PLEASE CONTACT PURCHASING AS SOON AS POSSIBLE.

VENDOR NAME: _____
(Please include this cover page in your Proposal.)

Engineer: CDM Smith
4600 Park Road, Suite 240
Charlotte, NC 28209

contract is not valid if this page is not filled in and submitted with RFP

Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it **WILL BE REJECTED**. Late RFQs will **NOT** be accepted.

REQUEST FOR PROPOSALS
Management, Processing, and Disposal of Single-Stream, Furniture Market, and Special Waste Materials
RFP # 48-123015

The City of High Point is seeking proposals from qualified companies (Vendors) to receive and process the variety of materials collected, sorted, processed, marketed, and disposed of by the City. The City, at its sole discretion, may elect to enter into Agreements with one or more Vendors who are qualified to provide the requested services. It is the City's intent to enter into Agreements with the best evaluated Vendor for each respective service requested. For example, the City may choose to enter into an Agreement for single stream recycling and furniture market services with one Vendor and medical waste management with another Vendor. It is not the intent of the City to enter into multiple Agreements for the same service.

The City owns and operates a single-stream Material Recovery Facility (MRF) on Riverdale Drive that serves as the central location for managing the following materials: Recyclable Materials, Furniture Market and Showcase Event materials, White Goods, Electronic Waste, ABC Bottles, and Medical Waste.

Sealed proposals will be received until **2:00 p.m., Wednesday, December 30, 2015** in the Purchasing Division, Second Floor of the High Point Municipal Building, Room 215, 211 S. Hamilton Street, High Point, NC 27260. Proposals are to be marked **"RFP # 48-123015 Management, Processing, and Disposal of Single-Stream, Furniture Market, and Special Waste Materials"** Proposers can mail their proposals as follows:

City of High Point
Purchasing Division, Room 215
P. O. Box 230 (27261)
211 S. Hamilton St. (27260)
High Point, NC

A pre-proposal conference will be held at **10:00 a.m., Tuesday, December 1, 2015 at the Material Recovery Facility located at 5875 Riverdale Drive, High Point, NC 27282**. Due to limited space, a maximum of three (3) representatives from each company may attend the pre-proposal meeting. City staff will be available to discuss the project and answer pertinent questions including MWBE requirements. All prospective bidders must attend.

Copies of the Request for Proposal may be obtained from the Purchasing Division website - http://www.highpointnc.gov/purchasing/current_bid_opportunities.cfm or by calling (336) 883-3222. Vendors who have not done business with the City of High Point previously and who have not registered using the City's on-line vendor registration process are highly encouraged to register at <https://www.highpointnc.gov/egov/vendor/>.

The City reserves the right to reject any and all proposals, as may in the judgment of the City, serve its best interest and the City further reserves the right to waive irregularities and informalities in any bid submitted.

The successful proposer shall be required to comply with all applicable equal employment opportunity laws and regulations, and all other applicable governmental laws and regulations as set forth by the City of High Point and the State of North Carolina.

In accordance with the Federal "Americans With Disabilities Act" (the Act), the City of High Point will not discriminate against individuals with disabilities, and will not do business with vendors who discriminate against such individuals in violation of the Act.

This printed material will be provided in an alternative format upon request.

Tarinda Chappell, CLGPO
Purchasing Manager

"Equal Opportunity Employer, Male/Female/Handicap"

A. GENERAL INFORMATION

1. INTRODUCTION

The City of High Point is seeking proposals from qualified companies (Vendors) to receive and process the variety of materials currently being collected, sorted, processed, marketed, and disposed of by the City. The City owns and operates a single-stream Material Recovery Facility (MRF) on Riverdale Drive that serves as the central location for managing the following materials: Recyclable Materials, Furniture Market and Showcase Event materials, White Goods, Electronic Waste, ABC Beverage Containers, and Medical Waste.

2. BID QUESTIONS

Questions concerning this RFP must be sent to Tarinda Chappell, Purchasing Manager no later than **12:00 p.m. on Tuesday, December 15, 2015**. Questions must be submitted via email to tarinda.chappell@highpointnc.gov.

3. BID OPENING/PROPOSAL DUE DATE

Sealed proposals shall be mailed or delivered no later than **2:00 p.m. Eastern Standard Time, on Wednesday, December 30, 2015**, subject to the specifications, instructions, and conditions contained herein and attached hereto, will be received at the above office until the date and hour specified, local time prevailing. **There will not be a public bid opening.** Any bid received after the announced time and date of opening, shall not be considered.

Vendors shall submit six (6) copies of the proposal, as outlined in this bid document Section B.

4. LATE BIDS

Any bid proposal received after the date and time in section three (3) above, shall not be considered, and will be returned unopened.

5. COMPETITIVE SELECTION

The successful Proposer(s) will be selected on a fair and rational basis, and the evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder(s). Award of a contract may be made without discussion with Proposers after responses are received. Proposals should, therefore, be submitted on the favorable terms. The City, at its sole discretion, may elect to enter into Agreements with one or more Vendors who are qualified to provide the requested services. The City reserves the right to void the purchase order(s) if the successful Proposer(s) has not performed within the date specified by the Proposer's response.

6. PAYMENT

The City shall pay the Service Provider(s) the total amount of RFP for the Service Provider's full provision of the Services (based on per ton or per pound value).

7. **SALES TAX**

Sales Tax shall not be included in any proposed prices. The City of High Point is not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate item.

8. **FUNDS AVAILABILITY**

Any and all payments of compensation of this specific transaction, or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

9. **MWBE**

Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, handicapped or disadvantaged persons.

10. **AFFIRMATIVE ACTION**

The successful Proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

11. **CONTRACTS**

It is recognized that the formal basis of any agreement between vendor and user will be a contract to be negotiated between parties rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. Vendors must also be prepared to meet the City's insurance requirements at the time the contract is awarded. Contractor shall be required to sign a City of High Point Agreement for Services, a sample of which is included in this RFP.

12. **REJECTION OF BID**

The City of High Point reserves the right to reject any and all Proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

13. **CONTRACT TERMS**

The initial term of the Agreement(s) will be for five years with two 2-year renewals at the City's and Vendor's mutual Agreement. The City anticipates the Vendor(s) to begin service on July, 1 2016 to allow for an adjustment/start-up period before the Furniture Market in October.

If for any reason the awarded vendor or City wishes to terminate this agreement, a 365 days' notice to terminate the agreement must be provided.

14. E-Verify Requirements Apply to Public Contracts

On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on contractors who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

[E-Verify Requirements Apply to Public Contracts – NOW!](#)

***NOTE – THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT THE FOLLOWING AFFIDAVIT**

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 2015.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2015.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

B. PROPOSAL FORMAT

1. PROPOSAL PACKAGE EVALUATION CRITERIA

Proposal package will be evaluated on the firm's ability to meet the requirements of this Request for Proposals. Some heavily weighted, specific evaluation criteria, among other factors that are listed in Section C and E.

2. SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required services, please submit:

One (1) bound original Proposal. Please clearly identify it as the original.
five (5) bound, paper copies of your Proposal Package, including the cover letter-
total of 6.

mailed or hand-delivered to:

City of High Point
Purchasing Division, Room 215
211 S. Hamilton Street (27260)
PO Box 230 (27261)
High Point, NC
Attn: Tarinda Chappell, Purchasing Manager

The **RFP Number 48-123015** must be displayed on the outside of the proposal envelope or package. All proposals are required to be signed by an authorized representative of the entity submitting the proposal. Unsigned Bid Proposals will not be considered.

Each vendor is solely responsible for the timely delivery of its Proposal Package. **All Proposal packages must be received by 2:00pm. (EST) Wednesday, December 30, 2015.** To avoid delivery- related complications, please consider submitting your Proposal Package a day prior to the deadline. **No Proposal packages will be accepted after this deadline. Vendors accept all risks of late delivery regardless of fault.**

3. SUBMITTAL PACKAGE CONTENT AND FORMAT

The Proposal package shall consist of a cover letter and responses to the questions provided below. The cover letter shall summarize the services being proposed on and an overview of the approach for each service including any deviations from the City's existing delivery model for services (as described in Section 3 of this RFP); and, any requirements of the City or residents/customers in the ultimate delivery of the service proposed by the Vendor. Responses should appear in the same order as the questions in the RFP. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while still maintaining legibility. Non-conforming submissions may be removed from consideration.

The cover letter must identify a contact person for questions during the RFP process and provide contact information including telephone number, fax, email and postal address.

Please submit Proposal Packages comprised of materials that are easily recyclable or reusable at the conclusion of the selection process.

4. Exceptions to the Scope of Services and Agreement

In this section the Proposer shall list all exceptions to the Scope of Services and Draft Agreement. The numbering and title of each item taken exception to shall correspond to the numbering and title of each item contained in Section K of the RFP.

An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in the Proposal in compliance with this Section, each Proposer shall be deemed to agree to comply with all services, terms, conditions, specifications, and requirements of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the vendor’s solution, must be described in detail.

Exceptions are not allowed for the following requirements of the scope of services requested in this RFP:

- The Vendor’s MRF must be within a Maximum Travel Distance of 30 miles from the City of High Point Centroid.
- Vendor’s MRF Rejects or Residuals **will not be accepted** at the City of High Point’s Kersey Valley Landfill.
- The City will not pay an additional fee for Rejects or Residual levels as described in the RFP.

C. RFP QUESTIONS-Please provide information in your proposal.

1. Please respond to the following questions in the same sequence as they are listed:
 - a. Identify the legal entity that would enter into the contract with the City to include the following:
 - b. Full legal name of vendor
 - c. Address of company headquarters
 - d. Address of Vendor MRF and Special Waste Materials handling facilities
 - e. Type of business (sole proprietorship, partnership, or corporation)
 - f. State where vendor is incorporated (i.e. North Carolina, Georgia, etc.)

- g. Federal Employer Identification Number
 - h. Name and title of the person authorized to enter into a contract
-
- 2. Provide a list identifying the number of personnel and identifying key members of your staff available to respond in the event the proposed contract is activated, including subcontractors who would be assigned to this project. For proposed subcontractors, please provide the name of each vendor, the office location, contact name and telephone number, and the services to be provided.
 - 3. State any conflicts of interest your vendor or any key individual may have with these projects.
 - 4. List at least three (3) references of contracts in the past five (5) years similar in scope and size of each service proposed by the Vendor. Include the following for each: contact information email address and phone number of the owner, date of contract, dollar amount, description of project, and identify any unresolved claims or disputes. Please use **Attachment B**.
 - 5. In a state of emergency, speed and prosecution of work is critical. Describe your vendor's contingency plan to provide services including but not limited to commitment to the project, response time-frame, mobilization and deployment methods (reference Section 8 of the Scope of Work).
 - 6. Provide a list of major equipment, including but not limited to trucks, you intend to utilize in order to perform the services. Show which equipment is currently owned by the Vendor and which equipment you plan to purchase or lease (**Attachment C**)
 - 7. Provide an Itemized Proposal Fee in the format provided in **Attachment A**.

This should include all expenses related to:

- a. Recyclable Services Cost
 - b. Furniture Market Services Cost
 - c. E-Waste Services Cost
 - d. Medical Waste Services Cost
 - e. White Goods Services Cost
 - f. ABC Beverage Containers Cost
-
- 8. Provide Financial Stability in format provided in **Attachment D**

D. SELECTION PROCESS

The City will conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. The City will appoint a selection committee to perform the evaluation. Interviews with vendors are not anticipated, but may be held at the option of the selection committee. The City reserves the right to obtain clarification of any point in a vendor's/team's Proposal Package or to obtain additional information. All vendors/teams who submit Proposal Packages will be notified of the

selection committee's choice. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors. The City reserves the right to award by individual service requested, by group of requested services, or as a total, whichever is deemed most advantageous to the City. Final approval of any selected vendor(s)/team is subject to the action of City Council or appropriate City officials.

E. EVALUATION CRITERIA

Proposals in one (1) original and **five (5)** copies will be received from each offeror in a sealed envelope or package.

Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

All proposals must be received by the City of High Point not later than the date and time specified on the cover sheet of this RFP.

At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, cost and evaluation criteria as listed below. The evaluators reserve the right to contact all the references listed. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the City of High Point.

Evaluation Criteria

- Vendor Experience for Similar Services (Last 5 Years)
- Proximity Haul Distance from Centroid of City to MRF
- Responsiveness to Submittal Requirements
- Proposal Form (Competitive Pricing)
- Deviations from City's Existing Delivery Model
- Vendor's Operational Plan to Manage Offered Services

F. PUBLIC RECORDS

Upon receipt by the City, your Proposal is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et

seq. Proposal Packages will be reviewed by the City's Selection Committee, as well as other City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each vendor must take the following precautions: (a) any trade secrets submitted by a vendor should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Do not designate your proposed pricing as a trade secret.

In submitting a Proposal, each vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the vendor has designated as a trade secret. Any vendor that designates its entire Proposal as a trade secret may be disqualified from the selection process.

Information in the Request for Proposal responses will not be shared until after award of contract.

G. CONDITIONS AND RESERVATIONS

The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the requested services, but reserves the right to request substitutions of subcontractors. The City reserves the right to reject any or all responses to the RFP, to advertise for new RFP responses, or to accept any RFP response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning your Proposal shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and your vendor execute a contract.

H. GENERAL REQUIREMENTS

All interested vendors must be licensed as required by North Carolina General Statutes. The Selected Vendor must provide proof of insurance as required by the City. All Federal, State, and Local work safety laws and regulations must be strictly adhered to.

I. COMMUNICATION GUIDELINES

Vendors and their staff are prohibited from communicating with elected City officials City employees and engineering firm regarding the RFP or submittals from the time the RFP has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to “thank you” letter, phone calls, and emails and any contact that results in the direct or indirect discussion of the RFP and/or the Proposal Package submitted by the vendor. Violation of this provision by the vendor and/or its agents may lead to disqualification of the vendor’s submittal from consideration.

J. RFP SCHEDULE

Description	Day/Date	Time
Advertise	Sunday, November 15, 2015	
Pre-Proposal Meeting	Tuesday, December 1, 2015	10:00 a.m.
Final Questions Due	Tuesday, December 15, 2015	12:00 p.m.
RFP Due	Wednesday, December 30, 2015	2:00 p.m.
Review Process	December 31-January 15, 2016	
Interview Vendors (if applicable)		

K. SCOPE OF WORK

1. PURPOSE OF REQUEST FOR PROPOSAL

Section 1 - Introduction

The City of High Point is seeking proposals from qualified companies (Vendors) to receive and process the variety of materials currently being collected, sorted, processed, marketed, and disposed of by the City. The City owns and operates a single-stream Material Recovery Facility (MRF) on Riverdale Drive that serves as the central location for managing the following materials: Recyclable Materials, Furniture Market and Showcase Event materials, White Goods, Electronic Waste, ABC Beverage Containers, and Medical Waste.

The City's primary purpose for the Request for Proposal (RFP) process is to obtain proposals for the provision of recycling Processing services, special furniture event processing, and management of Special Waste Materials such as White Goods, Electronic Waste, ABC Beverage Containers; and Medical Waste. The City's primary service goals are to:

- maintain the same high level of recycling and drop-off services currently provided by the City to their residents and customers.
- ensure the continued processing services provided during the semi-annual Furniture Market and other Furniture Market and Showcase Events.
- provide similar recycling services to additional Furniture Showcase Events that may be added in the future at the price proposed by Vendor for Furniture Market Materials.

The receipt and Processing of commercial or Single-Stream Recyclable Materials from private haulers, excluding Furniture Market and Showcase Events, are not considered a part of this RFP.

Revenue-sharing proposals are not being requested as a part of this RFP. Project Price shall be based upon the Vendor's cost to provide the required services as indicated on the proposal form provided as **Attachment A**.

The City intends to select a qualified Vendor(s) to provide the services described in this RFP and enter into negotiations with the Vendor(s) to develop a final Agreement. The City reserves the right to cease negotiations with the selected Vendor(s) and initiate negotiations with the next highest ranked Vendor(s) if, in the sole opinion of the City, an acceptable Agreement is unlikely to be reached.

Section 2 – Definitions

The following are definitions used in this RFP. Any use of a defined term will be capitalized.

ABC Beverage Containers – all glass bottles generated from restaurants, bars and other similar facilities that hold an Alcohol Beverage Commission (ABC) permit.

Agreement – the written agreement between the City and the selected Vendor

covering the services to be provided and/or the work to be performed pursuant to this RFP. This RFP and the Vendor's response will be attached and become part of the Agreement.

Applicable Laws and Requirements - all applicable Federal, State, and Local laws along with all pertinent Environmental Laws and permits including but not limited to solid waste, stormwater, air quality, wastewater, and water quality; OSHA laws and regulations, solid waste industry standards and all other laws and regulations relating to the Project as of the date of a negotiated Agreement and any future laws or requirements that may be required.

City of High Point Centroid – is defined as the address 211 South Hamilton Street, High Point, North Carolina.

Commercially Reasonable Effort – the good faith, diligent effort that a prudent person would make in order to achieve a given objective after taking into consideration the following:

1. All known, relevant existing facts and circumstances.
2. All reasonably discernable, potential consequences of achieving the objective and of not achieving the objective.
3. Applicable laws, rules, regulations and permitting requirements.
4. The difficulty, and likelihood, of successfully completing the objective.
5. The availability of resources necessary or desirable to achieve the said objective.
6. Such other reasonable considerations as may be useful and productive.

Then applying a realistic analysis of the costs and benefits of achieving the said objective, whether or not the said objective is achieved.

Consumer Price Index – the Consumer Price Index for All Urban Consumers (CPI-U), South Urban as published by the U.S. Bureau of Labor Statistics (BLS).

Contract Year - the twelve (12) month period beginning on the anniversary of the Effective Date.

Effective Date - the date on which this Agreement becomes binding through execution by both Parties.

Electronic Waste ("e-waste") and Other Corded Electrical Items – Any cell phone, computer, monitor or video display unit for a computer system, peripheral equipment, keyboards, mice, and a printing device such as a printer, a scanner, a combination print-scanner-fax machine, or other device designed to produce hard paper copies from a computer. This also includes electrical items equipped with a cord. Also, any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying of television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a

viewable screen whose display technology is based on cathode ray tube (CRT), plasma, liquid crystal display (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXRD), light emitting diode (LED), or similar technology marketed and intended for use by a consumer primarily for personal purposes. Other electrical items with cords include such items as vacuum cleaners, toasters, etc.

Furniture Market – the semi-annual furnishings industry trade shows that are presently held annually in April and October in the City of High Point. The generation of Furniture Market Materials for each Furniture Market event (including pre-market and aftermarket, occurs over a duration of approximately eight consecutive weeks.)

Furniture Market Materials – bulky material generated during Furniture Market that are collected by City crews such as large cardboard boxes, wooden crates and pallets, plastics, styrofoam, other packaging materials, and other miscellaneous materials which must be pre-sorted by Vendor prior to Processing.

Furniture Market and Showcase Events – furniture industry events held within the City of High Point and primarily consist of the Furniture Market, and the following other week-long events: Showtime (first week in December); Showtime (first week in June); and Fabric Show (first week in August).

Hazardous Waste – any hazardous or toxic substance, material or waste that is or becomes regulated by any governmental authority, whether local, state or federal. The term “Hazardous Waste” includes, without limitation, any material or substance that is:

1. Designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.).
2. Defined as a “Hazardous Waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903, et seq. (42 U.S.C. Section 6903).
3. Defined as “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

Maximum Travel Distance – maximum one-way travel distance from the City Centroid (211 South Hamilton Street) for City collection vehicles utilizing public roads.

Medical Waste – solid waste which is generated in the diagnosis, treatment, or immunization of human beings and animals in research pertaining thereto, or in the production or testing of biologicals. This includes needles, syringes with attached needles, capillary tubes, slides and cover slips, and scalpel blades.

MRF - either a receiving/transfer facility that transfers Single-Stream Materials and Furniture Market Materials to a Processing facility or the actual Processing facility that directly accepts these materials.

Pound-unit of weight equal to 16 ounces.

Processing – the manual or mechanical separation of Program Materials to produce the maximum amount of marketable Recovered Material.

Program Manager – individual designated by the City to monitor vendor adherence to the contract and recycling regulations.

Program Materials – the Single-Stream Recyclable Materials collected as part of the City's recycling program including materials from the collection program system and drop-off sites; Special Waste Materials, and Furniture Market and Showcase Events. Trash or garbage materials are not included in Program Materials.

Project Price – the dollar amount of per ton and per pound fee to be paid by the City to the Vendor for the provision of contracted services.

Rejects – materials, other than Residue, that cannot be processed into materials for marketing and shipment to recycling markets.

Residuals – portion of the Recyclable Materials stream accepted by the Vendor that is not sorted or converted to materials suitable for marketing and shipment to recycling markets due to breakage and/or transportation or Processing inefficiencies. Materials may require disposal in a properly permitted and operated landfill.

Single-Stream Recyclables – Recyclable Materials to be collected, by City collection crews, commingled with no sorting required by residents, businesses or haulers. Materials include, but are not limited, to the following: plastic containers #1 PETE, #2 HDPE & #3 thru #7; glass beverage containers and jars; aluminum and metal cans, aseptic and gable-top containers, mixed paper, cardboard, paperboard, pizza boxes, and rigid plastics that may contain some metal.

Subcontractor – any entity with whom the Vendor contracts with in order to perform services or provide equipment or materials in furtherance of the fulfillment of any obligation of the Vendor that is subject to the final Agreement.

Special Waste Materials – includes e-waste and Other Corded Electrical Items, Medical Waste, ABC Beverage Containers and White Goods as defined.

Tons – unit of weight equal to 2,000 pounds.

Total Material Received - the total amount of materials received at the City's MRF from city collection system pick-up routes, customer drop-off at the MRF, drop-off locations in the City, Furniture Market, and Showcase Events.

Total Material Shipped – total material processed and shipped out of the City's MRF.

Vendor – the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and his/her successors, personal representatives, executors, administrators, and permitted assignees. For this RFP, the term Vendor shall refer and apply to all vendors proposing to provide a specific service. Multiple vendors may be selected to provide the full scope of services described in Section 4.

White Goods – refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dryers and other similar domestic and commercial large appliances.

Section 3 – Existing City Recycling Program and Services

The City operates a Single-Stream Recyclable Materials collection program through collection system pick-up routes. The Single-Stream Recyclable Materials are collected by City collection vehicles Monday through Thursday and brought to the City's MRF for Processing and marketing.

The City also collects single stream Recyclable Materials from 16 recycling drop-off sites located throughout the City. These materials are collected in roll-off containers and delivered to the City's MRF utilizing standard roll-off trucks.

The City's MRF currently accepts the following material through its residential program:

- Plastic – #1 PETE, #2 HDPE & #3 thru #7 (rigid which may contain some metal); drink bottles, milk jugs, detergent bottles, butter tubs, and all other plastic containers including lids and labels.
- Glass beverage containers and jars.
- Mixed paper (including newspaper, office paper, phone books, magazines, books, junk mail).
- Cardboard, chipboard and paperboard, including pizza boxes.
- Shredded paper placed in a clear plastic bag.
- Aluminum and metal cans.

All fiber material, excluding cardboard, is shipped as mixed paper. In addition to the single stream Recyclable Collection Program described above, the City also manages the following materials at their MRF.

- The Furniture Market and Showcase Events held within the City every year are a critical economic driver for the City. The City MRF provides a critical service to the Furniture Market and Showcase Events by receiving materials that are processed and marketed for sale. The largest event is the semi-annual Furniture Market which requires the MRF to operate 24/7 for approximately 4 weeks of the total duration of the event due to the large volumes of Furniture Market Materials.
- White goods are typically placed at the curb where City crews collect and deliver them to the landfill. City staff then places the White Goods in roll off containers and take them to the MRF for storage. Some White Goods may also be dropped off at the MRF. Once the roll off containers at the MRF are full, the City requests bids from vendors for the proper management and disposal of the White Goods. The selected vendor manages the Freon, disposes of the White Goods, and provides documentation of the proper handling of White Goods.
- City MRF staff assist residents and others with the offloading of e-waste and other corded electrical items. The City handles an average of approximately 6-10 deliveries per day of e-waste from residents. City staff from other departments, such as Environmental Services, occasionally delivers additional e-waste material.

Occasionally residents and others will bring small quantities of recyclables to the MRF facility. Staff assists with offloading and placing into the single stream mix.

- Business owners with Alcohol Beverage Commission (ABC) permits are required to recycle the glass beverage containers sold at their establishments. The business or ABC permit holders deliver the glass materials to the City's MRF in their vehicles. City staff provides assistance with unloading and weighing of the material. City staff issues a receipt to the business showing that they are complying with the law and record retention.
- Medical Waste - Material is delivered to the City's MRF by Environmental Service department staff. Medical waste consists mostly of sharps placed in appropriate containers. Upon receipt of the material, MRF staff transfer the material to 95 gallon containers provided by the City's Vendor, Stericycle, who is also responsible for picking up and disposing of the Medical Waste.

The City serves four counties (Guilford, Randolph, Forsyth, and Davidson) which allow the City to accept recyclables and ABC Beverage Containers from all customers that come to the MRF. Medical Waste is only accepted from City residents. E-waste is received from City of High Point or Guilford County residents. White Goods are accepted from any customer. The MRF received and processed approximately 9,000 tons of material in FY14-15.

Estimated amounts collected from the City's recycling program and the composition for the past four fiscal years are provided in **Table 1** below.

Table 1: Historical Recyclable Material Amounts and Composition

	FY12-13 (tons)	FY13-14 (tons)	FY14-15 (tons)	Average % of Total Material Shipped⁵
Total Material Received	8,524.96	8,827.00	9,338.20	-
Recyclable Materials				
Mixed Paper	2,277.60	1,833.48	1,545.35	28.20
OCC	198.80	218.67	254.43	3.35
PET	319.93	309.58	311.89	4.69
HDPE - Natural	86.71	62.19	68.22	1.08
HDPE - Mixed	94.06	60.94	74.50	1.14
HDPE - Rigid	43.77	94.00	54.83	0.96
Aluminum Cans	66.28	70.34	44.26	0.90
Steel Cans	214.59	214.61	234.67	3.31
Scrap Metal	74.19	69.94	61.28	1.02
Glass	271.96	180.75	115.83	2.83
Single Stream¹	101.76	219.11	-	1.60
Residual	3,281.97	3,402.05	3,524.32	50.90
Subtotal	7,031.62	6,735.66	6,289.58	-
Furniture Market				
OCC	795.18	874.67	1,017.71	52.76
Wood	228.00	355.00	438.00	20.04
Residual	429.41	455.18	500.45	27.19
Subtotal	1,452.59	1,684.85	1,956.16	-
Special Wastes				
E-waste²	38.75	46.70	52.19	63.77
Medical Waste	-	0.62	0.47	0.76
White goods³	24.00	24.00	25.10	33.87
ABC Beverage Containers	2.00	2.00	2.00	2.78
Subtotal	62.75	73.32	79.76	-
Total Material Shipped⁴	8,548.96	8,493.83	8,325.50	-

1 – Single Stream refers to any unsorted materials that were sent to another facility due to shutdowns at the City MRF

2 – This value includes all e-waste and any other electrical items with a cord received by the City.

3 - 24.00 tons/year is an estimate of the White Goods received by the City in 2012-2013 and 2013-2014.

4 - This value may be less than the Total Material Received due to more material being stored at the MRF after a drop in the price of Recyclable Material.

5 – This value is calculated as the average composition of a type of material based on the subtotal for Recyclable Materials, Furniture Market or Special Waste Materials.

A monthly breakdown of the tonnages collected and processed as a part of the City's recycling program for fiscal year 2014-15 is provided in **Table 2** below.

Table 2: Fiscal Year 2014-15 Monthly Program Tonnages

FY 2014-2015	Tons Received
July	692.26
August	554.33
September	631.99
October	1,119.71
November	532.89
December	692.93
January	647.20
February	551.36
March	884.30
April	1,643.46
May	674.29
June	713.48
Total	9,338.20

The tonnage information provided in Tables 1 and 2 represent a historical perspective of the types and quantities of materials managed under the City's recycling program. This data was provided for informational purposes only, and the City does not guarantee the Vendor delivery of any specific composition or quantity of recyclable, Furniture Market, or special waste material. The service Agreement with the City will not guarantee any specific quantity of material to be delivered to the Vendor.

The City has an educational/outreach program which encourages residents, City departments, Furniture Market participants, public schools, and universities to reduce waste and increase recycling. The City's educational materials that are used to communicate the recycling program requirements to the community are included in **Attachment E** of this RFP.

Section 4 – Vendor Qualifications and Scope of Services

Vendor shall be responsible for receiving, sorting, Processing, and storing all or a combination of the following materials: residential Single-Stream Recyclable Materials, Special Waste Materials or individual materials that comprise the definition of Special Waste Materials, and materials from Furniture Market and Showcase Events. Vendor shall provide sufficient qualified staff, all equipment, and necessary rolling stock to properly and safely operate Vendor's MRF and any other proposed facilities. Vendor shall accept unlimited quantities of the Program Materials associated with the specific services proposed on by the Vendor. The Vendor shall provide excellent customer service to city staff and customers, maintain accurate reporting and current facility permits and operate all facilities in a safe manner.

Vendor will assume ownership of and responsibility for all (as proposed in Attachment A and delivered under this Agreement) Recyclable Materials, Furniture Market and Showcase Event materials, and Special Waste Materials upon receipt of materials delivered to the Vendor operated facilities. For each service a Vendor proposes to provide, Vendor must accept all of the City's associated Program Materials as defined and described, for the particular service, in this RFP.

For Vendors proposing on the MRF service, Vendor shall maintain MRF operations to provide a monthly average turn-around time for City collection vehicles of 20 minutes. Vendor shall provide documentation to the City, upon request, of turn-around times.

Vendor shall be required to provide sufficient storage of delivered materials and/or Processing redundancy so that equipment downtime will not disrupt the ongoing delivery of materials from the City or Furniture Market Haulers.

Vendor is responsible (sole responsibility) for Marketing, selling, and transporting all materials to other recycling vendors or manufacturers.

MRF shall have a truck scale and record keeping system for the purpose of weighing and recording the City's Program Materials. Provide monthly written reports regarding amounts of each material received and processed and amounts of Residual material disposed. Scalehouse shall be operated by a certified weighmaster at all times. The scales shall be certified annually in accordance with the North Carolina Weights and Measures Act.

Section 4.1 – Location Requirements of Vendor Facilities

The Vendor's MRF must be within a Maximum Travel Distance of 30 miles from the City of High Point Centroid. In addition to the MRF, the City prefers (but it is not a requirement of the RFP) that the Vendor operates within the City limits a drop-off site for the receipt and management of recyclables (other than single-stream), White Goods, Electronic Waste, ABC Beverage Containers, and Medical Waste as described in Section 4.4. If the Vendor provides/operates a drop-off area within the City limits, the City will provide a recycling dumpster and collection services at the drop-off site to allow residents and customers to bring the recyclables.

Section 4.2 – Processing Recyclable Materials

The City is seeking the services of a Vendor with the necessary skilled staff and equipment capabilities to receive, process and market single stream recycling materials including plastics (#1 PETE, #2 HDPE and #3 through #7), mixed paper, cardboard, aluminum and metal cans, and glass bottles and jars. The facility shall have adequate capacity to process the quantities delivered by the City as represented by the historical recyclables tonnage table provided in Section 3. The materials will be delivered to the Vendor's MRF by the City's recycling collection fleet that serves customers in the City and 16 recycling drop-off sites.

Section 4.2.1 – City Collection and Delivery Schedule

The City collection crews pick-up materials along their routes Monday through Thursday each week. Weeks with holidays occurring on a Monday may have an adjusted collection schedule to account for the missing day of collection. During those weeks deliveries to the Vendor's MRF may be made Tuesday through Friday. Holidays that may require such

adjustment to the collection schedule are: New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas.

The Vendor will be given a holiday collection schedule.

Collection schedule adjustments will also be required when extreme weather conditions prevent collection from occurring on regularly scheduled days. For those occasions the Vendor's facility shall be open to receive deliveries if deemed necessary by the City, including weekends and/or extended hours.

Section 4.2.2 – Processing Additional Materials

Vendor shall be capable of accepting other Recyclable Materials such as pizza boxes, gable-top containers, rigid plastics (which may contain some metal), and aseptic containers. Vendor shall also be capable of handling plastic film materials.

Section 4.2.3 - Residuals

Based on historical operations of the City's MRF, the Residual percentage for Recyclable Material collected by City collection crews is estimated to be a maximum of 30% by weight. The Vendor is encouraged to provide recycling of additional materials to reduce the amount of Residuals. Residuals shall be properly disposed of by the Vendor at a permitted landfill or other permitted facility. Residuals **will not be accepted** at the City of High Point's Kersey Valley Landfill.

Section 4.2.4 – MRF Operating Hours and Conditions

The Vendor's MRF shall be open and able to receive City-collected Recyclable Material from 7 am to 5:30 pm, Monday through Thursday. As discussed in Section 4.2.1, the Vendor's MRF operating hours must be flexible to allow for changes in collection and delivery schedules due to holidays and weather related events. If a holiday or hazardous weather prevents a regularly scheduled City pick-up/drop-off route on a normal collection day, the MRF shall be open on weekends to receive materials from the City.

The Vendor shall provide safe and efficient traffic flow, adequate tipping floor/unloading areas and sufficient equipment and staff at their MRF for the City collection trucks to unload their materials. Vendor will be required to provide a spotter for safe backing per City of High Point Environmental Services Safety Policy, Section 1.17. The trained spotter will be positioned at the right rear of the vehicle to see both the driver and any blind spots. The Environmental Services Equipment Operator must stop the vehicle if the spotter is not visible. Wait times upon arrival at the facility shall not be more than an average turnaround time of 20 minutes for City collection trucks. Truck scales will be calibrated annually and the Vendor will provide calibration certification documents to the City upon request.

Vendor shall be responsible for receiving, sorting, Processing, and storing acceptable Single-Stream Recyclable Materials and Residuals. Vendor shall provide sufficient qualified staff, all equipment, and necessary rolling stock to properly and safely receive and process the material collected and delivered by the City.

Section 4.3 - Vendor Scope of Services during Furniture Market and Showcase Events

Section 4.3.1 Furniture Market

Vendor must accept City-delivered material from the various Furniture Market and Showcase Events that are held annually within the City. Furniture Market is the largest event and generates a continuous volume of Furniture Market Materials for a period of approximately 8 weeks during each semi-annual event for a total of 16 weeks per year. The Vendor will be responsible for establishing operational space at its MRF to be capable of receiving Furniture Market Material from the City and Furniture Market private haulers.

The Vendor MRF operating hours shall be modified to a schedule of 24 hours a day, seven days a week for duration of approximately four weeks. The other four weeks of Furniture Market includes the pre-market and after-market periods, which will require extended operating hours and days to receive Furniture Market Materials but not 24/7 operations. The Program Manager will notify the Vendor approximately 8-10 weeks before 24/7 operations will need to be provided for Furniture Market.

Vendor will be responsible for all pre-sorting of the Furniture Market Material. The Vendor shall provide equipment, temporary storage area, and staff necessary to pre-sort the Furniture Market Materials upon delivery to the Vendor's MRF.

Section 4.3.2 – Other Furniture Market and Showcase Events

In addition to the Furniture Market event, the City also has three other weeklong furniture events that require the Vendor to provide services similar to Furniture Market. The City hosts two Showtime events (June and December), and a Fabric show in August.

The Vendor will not be required to provide 24/7 operations in support of the other Furniture Market and Showcase Events; however, the Vendor will still be required to pre-sort and process material similar to Furniture Market Materials.

The City will notify the Vendor when furniture related events are going to begin or added to the schedule so that the Vendor can prepare for bulky items. City reserves the right to collect and deliver to Vendor additional Recyclable Material from new Furniture Showcase Events scheduled in the future and held within the City limits.

Section 4.3.3– Residuals

Based on historical operations of the City's MRF, the Residual percentage for Furniture Market Material collected by City collection crews and the Furniture Market private hauler is estimated to be a maximum of 50% by weight. The Vendor is encouraged to provide recycling of additional materials to reduce the amount of Residuals. Residuals shall be properly disposed of by the Vendor at a permitted landfill or other permitted facility. Residuals will not be accepted at the City of High Point's Kersey Valley Landfill.

Section 4.3.4 – Furniture Market and Showcase Event Quantities

The City does not guarantee that all Furniture Market and Showcase Event materials will be delivered to the Vendor's MRF. The designated private hauler(s) will have the right to deliver to another MRF of their choice.

Section 4.4 – Management of Special Waste Materials

The Vendor will be responsible for providing all required services necessary to manage the receipt, handling, storage, and recycling and/or disposal of one or more Special Waste Materials as defined in this RFP and for which the Vendor provides a cost on the Price Proposal Form in Attachment A.

The Vendor shall provide all appropriate containers, staff, and other equipment necessary to properly collect, handle, store, package, and transport materials to other recycling vendors or proper permitted disposal facilities. The City will provide a recycling dumpster and collection services at a Vendor-operated drop-off site(s), if located within the City to allow residents and customers to bring the Special Waste Materials. No other equipment or containers will be provided by the City.

If a Vendor proposes to operate a drop-off site, Vendor staff will be required to physically assist residents with unloading of Special Waste Materials and inspect materials during operating hours.

Vendor may hire a Subcontractor(s) to handle the Special Waste Materials as long as the requirements of this RFP are met; however, the City will only have an Agreement with the Vendor. The Vendor shall have separate contracts with their Subcontractor(s) if needed to handle the current waste stream.

Section 4.5 – Unscheduled Shutdown of Vendor Facilities

In the event on an unscheduled shutdown of the Vendors MRF Facility, the Vendor shall have a suitable alternative within 30 miles of the City of High Point Centroid for providing uninterrupted receipt of deliverables from the City collection crews. The alternative facilities for the Vendor MRF shall be reviewed and approved by the City prior to execution of the Agreement.

Section 5 – City Responsibilities

The City's responsibilities to the Vendor will be limited to the following:

- The City will direct-haul to the Vendor's MRF all Single-Stream Recyclables and Recyclable Materials collected from the City's collection system routes and 16 drop-off sites.
- City will also direct-haul Furniture Market Materials to the Vendor's designated MRF.
- The City will designate a Program Manager for the duration of the contract. A Program Manager will be provided by the City to:
 - Oversee general contract execution and compliance.
 - Coordinate Vendor operational requirements during Furniture Market and Showcase events.
 - Inform the Vendor of other Furniture Market and Showcase Events are going to begin or are added to the schedule so that the Vendor can adjust operations to handle the additional materials.

- For Furniture Market and Showcase Events, the Program Manager will notify the Vendor:
 - Approximately 8-10 weeks before 24/7 operations will be required to support Furniture Market.
 - The City's landfill will **NOT** be available for use by the selected Vendor for disposal of Rejects or Residue.
 - The City maintains no responsibility or ownership of materials once received at the Vendor's MRF or Special Waste Materials handling facilities.

Section 6 – Residual and Rejected Loads

The Vendor will be responsible for accepting **all loads**, with no options for rejecting loads except for Hazardous Waste as described in Section 9.3, from City vehicles or the Furniture Market Haulers. The amount of Rejects and Residue resulting from the Processing of Single-Stream Recyclables and Furniture Market Materials shall be assumed to be equal to 30% and 50% respectively of the total weight of Recyclables and Furniture Market Materials received by the Vendor. Vendors will be allowed to visit the City's MRF at the pre-proposal meeting to observe their operations and evaluate the types of material received and processed by the City.

The City will not pay an additional fee for Residual levels. The Vendor will not be allowed to deliver any Rejects or Residue material to the City's landfill.

Section 7 – Operational Approach and Transition Plan

The Vendor shall develop an operational plan that describes in detail how the Vendor intends to operate their MRF and implement their approach to Special Waste Materials to provide the services necessary to manage the Program Materials in accordance with the requirements of this RFP.

The Vendor shall also describe how it intends to transition operations from the City in a timely manner in order to provide the services offered on the date provided in this RFP.

Vendor shall provide a detailed summary of the services being offered and an overview of the approach for each service. The Vendor's proposal must clearly identify any deviations from the City's existing delivery model of services; and, any requirements of the City or residents/customers in the ultimate delivery of the service proposed by the Vendor.

Vendors shall submit the following information on any facility that is intended to be used for the delivery of services offered in response to this RFP:

- Address of the facility. Provide a site map showing the facility and its location to the surrounding area.
- Describe the facility site layout, building size, ingress and egress, and location of drop-off areas.

- Detail the staffing levels and equipment requirements that will be employed by the Vendor to process the materials. Identify the location, function and work hours for the personnel.
- Describe the material receiving and inspection procedures proposed for use at the facilities. For the MRF and Furniture Market receiving facilities, Vendor must provide a spotter during the unloading of City vehicles.

At a minimum, the Operation Plans, for each facility to be utilized by the Vendor, shall include information on the following:

- a) Assuring that there are always adequate containers available to service residents and City crews during the hours of operation.
- b) Adequate pre-sorting, throughput, and storage capacity to meet the service requirements for Recyclables, Furniture Market Materials, and Special Waste Materials.
- c) The ability to accommodate days when waste deliveries are larger than expected.
- d) Emptying containers and shipping out materials in a timely manner.
- e) Maintenance and Safety procedures.
- f) Subcontractors and subcontractor facilities intended to be used for the execution of any required services described in this RFP.
- g) Maintaining compliance of the facilities and operations with any and all applicable local, state, and federal laws, regulations, and ordinances including any changes to said laws, regulations, and ordinances.
- h) Contingency plan for providing alternative facilities for any periods when the primary facilities are shut down for any reasons.

Vendor shall provide annual reports detailing the types and amounts of Program Material received during the fiscal year. Annual reports shall also include certifications that the e-waste, Medical Waste and White Goods were recycled and/or disposed in accordance with all Applicable Laws and Requirements. These reports will be utilized by the City to complete the NCDENR-required Local Government Annual Report.

The City intends to either incorporate the entire Operation and Transition Plans that were included in the Contractor's Proposal into the Agreement, or incorporate selected portions of it into the Agreement.

Section 8 – Payment

Section 8.1 – Invoicing and Payment

The Vendor shall prepare and submit an invoice for such billing month using the then current Project Price no later than ten business days after the end of a billing month. The Vendor shall attach to each monthly invoice a monthly report, in a form acceptable to the City, detailing the total quantities, including weight tickets, of each

Program Materials received and managed by the Vendor in accordance with the negotiated Agreement.

The City shall pay such invoice within 30 days after the receipt of such invoice.

Section 8.2 – Allowable Price Escalation

The City will allow a price escalation provision within the final negotiated Agreement. The Project Price shall be firm (no price escalation allowed) for the entirety of the initial 5-year Agreement term. A price escalation/de-escalation will be considered at the time of Agreement renewal. Price adjustments shall be as follows:

Allowable price increase for the first renewal term will be based on the average annual increase in the CPI-U, South Area, during the previous 2 years with a maximum annual percentage increase of 4%

Allowable price increase for the second renewal term will be based on the average annual increase in the CPI-U, South Area, during the previous 2 years with a maximum annual percentage increase of 4%

Price adjustment shall be calculated by applying the simple percentage model to the CPI-U data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI-U published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change.

Formula is as follows:

$$(\text{Current Index} - \text{Base Index}) / \text{Base Index} = \% \text{ of Change}$$

A price increase may be requested only at the time of an Agreement renewal as specified above, using the methodology outlined in this section. To request a price increase, Vendor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the City's Purchasing Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. If approved, the price adjustment shall become effective on the contract renewal date.

If the CPI-U Index is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

Section 8.3 – Monetary Withholding for Contractor Non-Performance

If on a work day during a billing month, the Vendor does not have its proposed facilities/services available for use by residents, City crews or Furniture Market Haulers resulting in the inability to deliver the services offered by the Vendor, the City may withhold monetary amounts for each such event/day that occurred during such billing month based on the amounts listed below:

- MRF Services - \$2,500 per day
- E-Waste - \$360 per day
- Medical Waste - \$210 per day
- White Goods - \$210 per day
- ABC Containers - \$135 per day

The City will provide accounts of such events within the next business day and provide a summary at the end of the billing month.

Section 9 – Additional Terms and Conditions

Section 9.1 – Agreement Term

The initial term of the Agreement will be for five years with two 2-year renewals at the City's and Vendor's mutual Agreement. The City anticipates the Vendor to begin service on July 1, 2016 to allow for an adjustment/start-up period before the Furniture Market in October.

Section 9.2 – Addition and Subtraction of Program Materials

In good faith, City and Vendor have the option to negotiate additions and/or subtraction of Program Materials accepted by the Vendor. Additional Program Materials will be accepted by the Vendor if negotiations result in an Agreement mutually agreeable by both the City and Vendor.

Section 9.3 – Receiving and Handling Hazardous Waste Materials

Vendor shall have the right to isolate loads of Program Materials that contain any amount of Hazardous Waste. Vendor shall immediately notify the Program Manager or designee if a load is isolated and shall keep the entire load segregated from other materials for inspection.

If any Hazardous Waste is detected in any Program Materials received by the Vendor, in addition to immediately notifying the Program Manager, the Vendor shall note the incident by taking a photograph of the Hazardous Waste load and the truck/vehicle, including the truck number or vehicle license plate number that delivered the Hazardous Waste. Unless otherwise advised by the Program Manager, the Vendor shall properly isolate and containerize all Hazardous Waste detected in any Program Materials in accordance with all applicable law. After the Vendor has isolated and contained all such Hazardous Waste, the Vendor shall dispose of the Hazardous Waste in accordance with all applicable laws and invoice the City for such disposal.

Section 9.4 - Applicable Laws and Regulations

The Vendor's MRF, drop-off site (if proposed), and all associated activities (such as material transportation) must comply, at all times, with all applicable North Carolina Department of Environmental Quality (NCDEQ) disposal requirements, and all other applicable local, state, and federal laws, rules and regulations.

Section 9.5 – Other Charges

Charges such as special fees, levies, and host fees imposed by local governments shall be the responsibility and paid by the Vendor. All charges such as special fees, levies, and host fees imposed by local governments shall be included in the Project Price. Any changes in those items after the Proposal date will be handled in the Agreement as a Change in Law.

Section 9.6 – Fines and Penalties

The Vendor shall be liable for any fines or other penalties assessed to the City by any government agency, which penalties result from Vendor's failure to, among other things, properly manage Special Waste Materials and Furniture Market Materials, and apply Commercially Reasonable Efforts to prevent the disposal of banned materials in a landfill, as defined by the NCDEQ Division of Waste Management.

Section 9.7 – Damages for Not Providing Services on the Commencement Date

If the Vendor does not start supplying the contracted services on the Effective Date as stated in the Agreement, the Contractor shall pay to the City the City's actual costs.

The City's actual costs shall include, without limitation, the cost of obtaining an alternative Vendor, all charges invoiced to the City by such alternative Vendor for providing such services.

Not providing the contracted services may be an event of default in the Agreement and the City would have the right to terminate the Agreement for an event of default by the Vendor and the Vendor would be liable for any termination payment specified in the Agreement due to the default of the Vendor.

Price Proposal Form

In consideration of delivery of Recyclable Materials, Furniture Market Materials, and Special Waste Materials from the City of High Point to the Vendor for processing and disposal or sale by Vendor, complete the worksheet below to describe a proposed price for the services described in the preceding scope of services. The City reserves the right to award by individual service requested, by group of requested services, or as a total, whichever is deemed most advantageous to the City.

Please base prices on the following latest 3-year average tonnages for materials received and processed (including residual amounts) at the City's MRF:

- Recyclable Services – 6,688 tons/year
- Furniture Market Services – 1,698 tons/year
- Special Waste Materials – 5.96 tons total/month
 - E-Waste – 7640 pounds/month
 - Medical Waste – 100 pounds/month
 - White Goods – 4000 pounds/month
 - ABC Beverage Containers – 333 pounds/month

Costs	Price
Recyclable Services Cost – the cost per ton for recyclable materials delivered by the City to the Vendor	\$_____/ton
Furniture Market and Showcase Events Services Cost – the cost per ton for materials transported and processed during Furniture Market and other Furniture Showcase Events.	\$_____/ton
E-Waste and Other Corded Electrical Items Services Cost – the cost per pound for the handling of e- waste and other electrical corded items received at Vendor drop-off location.	\$_____/pound
Medical Waste Services Cost – the cost per pound for the handling of Medical Waste received at Vendor drop-off location.	\$_____/pound

White Goods Services Cost – the cost per pound for the handling of White Goods received at Vendor drop-off location.	\$_____/pound
ABC Beverage Containers Services Cost – the cost per pound for the handling of ABC Beverage Containers received at Vendor drop-off location.	\$_____/pound

The above prices shall be firm for ninety (90) calendar days from the date of receipt of this Proposal.

Signature of Proposer

Printed Name and Title

REFERENCES

Management, Processing, and Disposal of Single-Stream, Furniture Market, and Special
Waste Materials
RFP 48-123015

1. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Service: _____
Length of Service: _____

2. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Service: _____
Length of Service: _____

3. Vendor Name: _____
Vendor Contact: _____
Vendor Phone Number: _____
Vendor Address: _____
Type of Service: _____
Length of Service: _____

BIDDER'S EQUIPMENT LIST
Management, Processing, and Disposal of Single-Stream, Furniture Market, and Special Waste Materials

RFP 48-123015	DATE:
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EQUIPMENT TYPE	MAKE & MODEL	MODEL YEAR

Attach Additional Sheets if Necessary

Company Name	Signature
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FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.
- Date of latest audit: _____
- ☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.

Authorized Signature

Printed Name and Title

Prohibited Communications: FROM THE ISSUANCE DATE OF THIS RFP THROUGH THE DATE THE CONTRACT IS AWARDED, EACH OFFEROR (INCLUDING ITS SUBCONTRACTORS AND/OR SUPPLIERS) IS PROHIBITED FROM HAVING ANY COMMUNICATIONS WITH ANY PERSON INSIDE OR OUTSIDE THE CITY OF HIGH POINT (INCLUDING THE PURCHASER NAMED ABOVE, DEPARTMENT SECRETARY, AGENCY HEAD, MEMBERS OF THE GENERAL ASSEMBLY AND/OR GOVERNOR'S OFFICE), OR PRIVATE ENTITY, AND THE COMMUNICATION DISCUSSES THE CONTENT OF OFFEROR'S PROPOSAL OR QUALIFICATIONS, THE CONTENTS OF ANOTHER OFFEROR'S PROPOSAL, ANOTHER OFFEROR'S QUALIFICATIONS OR ABILITY TO PERFORM THE CONTRACT, AND/OR THE TRANSMITTAL OF ANY OTHER COMMUNICATION OF INFORMATION THAT HAS THE EFFECT OF DIRECTLY OR INDIRECTLY INFLUENCING THE EVALUATION OF PROPOSALS AND/OR THE AWARD OF THE CONTRACT. OFFERORS NOT IN COMPLIANCE WITH THIS PROVISION SHALL BE DISQUALIFIED FROM CONTRACT AWARD, UNLESS IT IS DETERMINED THAT THE BEST INTEREST OF THE CITY OF HIGH POINT WOULD NOT BE SERVED BY THE DISQUALIFICATION. AN OFFEROR'S PROPOSAL MAY BE DISQUALIFIED IF ITS SUBCONTRACTOR AND SUPPLIER ENGAGE IN ANY OF THE FOREGOING COMMUNICATIONS DURING THE TIME THAT THE PROCUREMENT IS ACTIVE (I.E., THE ISSUANCE DATE OF THE PROCUREMENT TO THE DATE OF CONTRACT AWARD). ONLY THE DISCUSSIONS, COMMUNICATIONS OR TRANSMITTALS OF INFORMATION AUTHORIZED BY THE CITY OF HIGH POINT IN THIS RFP OR GENERAL INQUIRIES TO THE PURCHASER REGARDING THE STATUS OF THE CONTRACT AWARD ARE EXEMPT FROM THIS PROVISION.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The City of High Point shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the City of High Point we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal and recycling of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the City of High Point will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of City of High Point, until after the award of the contract. Only those communications with the City of High Point authorized by this

RFP are permitted. All offerors are advised that they are not to have any communications with the City of High Point during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the City of High Point purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the City of High Point any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the City of High Point, from contract award. Only discussions authorized by the City of High Point are exempt from this provision.

10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the City of High Point when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** City of High Point has protest procedures.
16. **TABULATIONS:** Bid Tabulations will be posted on the City of High Point Purchasing Website at www.highpointnc.gov/purchasing.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.pandc.nc.gov/>.

In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website at www.highpointnc.gov/purchasing.

The City of High Point Attorney's Office requests that in order to do business with the City of High Point vendors must be registered with the North Carolina Secretary of State. NC SECRETARY of

STATE REGISTRATION: *If your company is organized (ie: incorporation, LLC, etc.)* and you are the SUCCESSFUL bidder, you must be registered with the NC Secretary of State
<http://www.secretary.state.nc.us/Corporations/CSearch.aspx>.

18. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear

explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The City of High Point may terminate this agreement at any time by 365 days notice in writing from the City of High Point to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the City of High Point for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the City of High Point to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

18. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

21. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
22. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

25. By EXECUTIVE ORDER 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

SAMPLE

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“the Agreement”) is entered into this _____ day of _____, 201____, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 (“the City”), and _____, a Corporation authorized to do business in the State of North Carolina, with a mailing address of _____ (“the Service Provider”).

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Exhibit A** which includes the RFP and RFP response (“the Services”). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. Independent Contractor. The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. Service Provider’s Work. The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services.

B. Standard of Care. The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Exhibit A**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is _____ from the date designated by the City for the Service Provider to begin provision of the Services ("the Commencement Date").

B. The Commencement Date. The Commencement Date is _____.

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Payment. The City will pay the Service Provider based on the pricing provided in the RFP for the Service Provider's full provision of the Services.

B. Invoices.

1. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month (Reference Section 9.1 of the RFP).

2. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement (Reference Section 9.1 of the RFP).

3. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

- a. Invoices hand delivered or mailed to the City shall be sent to:
- The City of High Point
Public Services Program Manager
P.O. Box 230
High Point, NC 27260

Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

4. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

- A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the

stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider within 365 days' notice.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement, which is 365 days' notice. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting

from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;
2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;
3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;
4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and
5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement. The required form certificates of insurance are included in the Agreement as **Exhibit B**.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point
Public Services Program Manager
P.O. Box 230
High Point, NC 27260

Notice to the Service Provider:

Address for hand-delivery or mailing:

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of

the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. E-Verify. On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on contractors who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

[E-Verify Requirements Apply to Public Contracts – NOW!](#)

STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT

CITY OF HIGH POINT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This ____ day of _____, 2015.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2015.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Signature Page for Incorporated Firms

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Service Provider

By: _____
President/Vice President

Name above (Typed or Printed)

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President or Vice President and attested by its Secretary or Asst. Secretary this the _____ day of _____, 20__.

Corporate Name

(SEAL)

Attest: _____
Secretary/Asst. Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the Secretary of _____ a corporation organized in the state
of _____ and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her
as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

_____(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

Lisa Vierling, City Clerk

By: _____

William S. Bencini, Jr., Mayor

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jeffrey A. Moore, Director of Financial Services

Date: _____



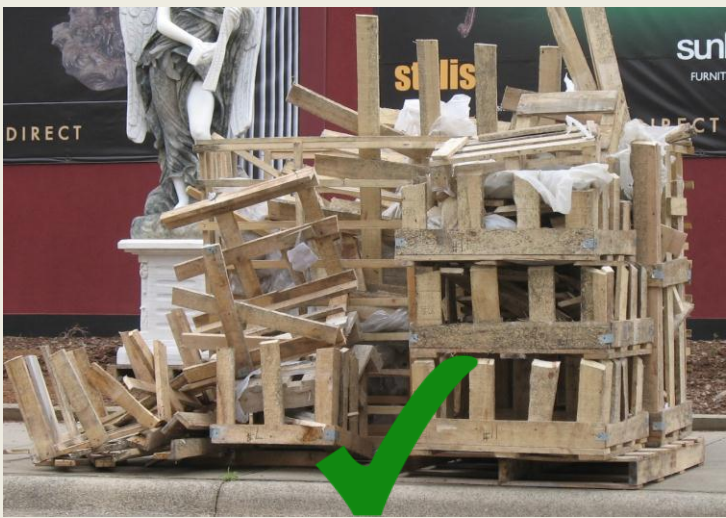
CITY OF HIGH POINT
MARKET COLLECTION GUIDELINES

Pólizas de Colección de Mercado de la Cuidad de High Point

Correct/Correcto



Cardboard should be separated & broken-down.



Wood should be placed in its own separate pile.



All loose packaging materials should be contained.

Incorrect/Incorrecto



Cardboard was not separated from the other materials.



Wood was not separated from the other materials.



Packaging materials were not contained and placed separately.

If you have any questions, please contact Terry Mitchell at 336-883-3681 or Rebecca Coplin at 336-442-1013.

Si tiene alguna pregunta, por favor llame a Terry Mitchell al 336-833-3681 o' Rebecca Coplin al 336-442-1013.

WHAT CAN I RECYCLE?

TOP 10 IN THE BIN



1. Cardboard
2. Paper
3. Food Boxes
4. Mail
5. Beverage Cans
6. Food Cans
7. Glass Bottles
8. Jars (Glass & Plastic)
9. Jugs
10. Plastic Bottles and Caps

ALSO RECYCLE

But Not in HPU
Recycling Receptacles

Electronics:
Call HPU IT DEPT.
at 841-HELP.



Plastic Bags
and Wraps:
Take back to store.



Styrofoam:
Place in trash can.



What to do with...

Plastic Bags



PLEASE DO NOT put plastic bags in the City recycling carts!

Please return all plastic bags to stores.

Needles



Call Customer Service for pick-up.
(336) 883-3111 TDD (336) 883-8517

For The Safety of Employees

PLEASE DO NOT place needles in the City garbage or recycling carts.

Put needles in a Sharps approved container.

Electronics

Residents may bring electronic items to the Material Recovery Facility for **FREE** disposal/recycling.

Material Recovery Facility
5875 Riverdale Drive
Jamestown, NC 27282
336-883-3623

Please DO NOT put electronics in your recycling cart for recycling.

For more information regarding additional Guilford County drop-off locations please contact

Customer Service

336-883-3111 (TDD 336-883-8517)

www.highpointnc.gov



What Goes in the Recycling Cart

PLASTIC

All Plastic Containers.
Detergent & Drink Bottles
Butter Tubs & Milk Jugs
(Lids & Labels accepted)



MIXED PAPER

Cereal & Food Boxes
Newspaper, Office Paper
Magazines, Books, Junk Mail
Phone Books, Shredded Paper in
"clear" plastic bags.



CARDBOARD

All Corrugated Boxes.
Pizza Boxes (No food in box)
Flatten all boxes for better
storage and volume reduction.



GLASS
Bottles & Jars
Emptied and Rinsed



CANS
ALUMINUM & METAL
Emptied and Rinsed
(Labels do not have to be removed)



Questions?

Collection Schedules
Excess Material
Drop-off Sites
Missed Collections

Please call Customer Service:

(336) 883-3111

TDD (336) 883-8517

www.highpointnc.gov

Not Accepted In Recycling Cart

PLEASE DO NOT put the following items in the recycling cart:

- **NO Garbage in recycling carts**
- NO Needles (call 883-3111)
- NO Medical Waste
- NO Plastic bags (Recycle at store)
- NO Yard waste in recycling carts
- NO Paints or construction materials
- NO Household Hazardous Waste
- NO Garden hoses, blinds, or other household items
- NO Styrofoam, bubble wrap, etc...
- NO Foil
- NO Light bulbs or window glass
- NO Shoes

Please DO NOT place recyclables in a plastic bag. The only item accepted in a plastic bag is SHREDDED PAPER.

If you are unsure about an item please remember:

IF IN DOUBT...LEAVE IT OUT!



LEARN MORE



Did you know that you can request a tour of the City of High Point's MRF (Material Recovery Facility) and learn first hand about what happens with your recycling? To Schedule a tour or presentation please contact:

Rebecca Coplin

336-883-3520

rebecca.coplin@highpointnc.gov

Collection Schedule

Recycling is collected every other week on the same day as your trash collection. If you are unsure of what week your recycling is collected, visit the City's website and follow these steps to access our collection schedule:

1. www.highpointnc.gov
2. Public Services Department
3. Environmental Services Division
4. Collection Schedule and click on the "[click here](#)" link and enter your address.

For More Information

For additional information, please contact:

Customer Service:

(336) 883-3111

TDD (336) 883-8517

www.highpointnc.gov

También está disponible en Español

August 2015

Recycling

Guidelines

